

PAUL F. RICE, ATTORNEY

PO Box 277, Jackson, TN 38305

ph. (731) 554-9200, ext. 235

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T.R.A. DOCKET ROOM

November 4, 2005

Chairman Ron Jones
c/o Sharla Dillon
Tennessee Regulatory Authority
460 James Robertson Pkwy.
Nashville, TN 37243-8359

RE: Arbitration of Aeneas Communications and Bellsouth, Docket 04-00017

Dear Chairman Jones,

Enclosed you will find an original and thirteen copies of a Supplemental Petition for Arbitration by Aeneas Communications, LLC. Please note that we are seeking an expedited hearing on the single issue presented in this document. (We anticipate resolution of the remaining issues in arbitration once the generic "change of law" docket 04-00381 concludes in an Order).

Thank you for your help.

Sincerely,



Paul Rice, Attorney
For Aeneas Communications, LLC.

cc: Guy Hicks, Esq.

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In Re:

**Petition for Arbitration of
Aeneas Communications, LLC
With BellSouth Telecommunications, Inc.
Pursuant to the Telecommunications Act
Of 1996**

Docket No. 04-00017

Supplemental Petition for Arbitration by Aeneas Communications, LLC

Comes now, Aeneas Communications, LLC (hereinafter "Aeneas") by its undersigned attorney, pursuant to Section 252 of the Communications Act of 1934, as amended in 1996, (the "Act") and hereby petitions for leave to file a supplemental request for relief in this arbitration proceeding

Status of Arbitration Generally

(1) Due to the remarkable amount of regulatory activity and uncertainty covering the entire period that Aeneas and Bellsouth were to begin negotiating this Agreement, and more recently, in light of the generic change of law docket pending before this body in Docket 04-00381, negotiations, both voluntary and in this proceeding, have been frozen in place as each new pronouncement has been announced, challenged, remanded, and/or changed. These pronouncements have fundamentally altered the relationships of the parties and have touched upon most or all sections of any future ICA. It is anticipated that progress will likely be made after the generic docket produces an Order.

Supplemental Facts

(2) In August 2004, Aeneas proposed an amendment to Bellsouth which Bellsouth refuses to negotiate. Bellsouth charges Aeneas, and Aeneas pays, \$19.95 each time a phone number must be ported away from Bellsouth to Aeneas via an order commonly referred to as a “Local Service Request, or “LSR” charge. Each time a phone number must be ported away from Aeneas to Bellsouth, Aeneas proposed to change the controlling ICA terms to provide for Bellsouth to pay Aeneas the same amount it charges for the exact same service. (Attachment A).

(3) In the course of the past several years of negotiation/arbitration, Bellsouth has presented Aeneas with various amendments to the 2001 Interconnect Agreement and Aeneas has agreed to most, if not all of them. Nevertheless, Bellsouth has ignored Aeneas’ billing for this service and refuses to negotiate piecemeal amendments to the Interconnect Agreement as it has asked Aeneas to do several times.

(4) Aeneas is suffering and will continue to suffer irreparable harm and there is no adequate remedy at law. There is no reason to wait on the outcome of the generic docket to address this stand-alone issue.

(5) Aeneas is entitled to reimbursement for providing this valuable service to Bellsouth on a quantum meruit basis retroactive to the date it proposed the amendment.

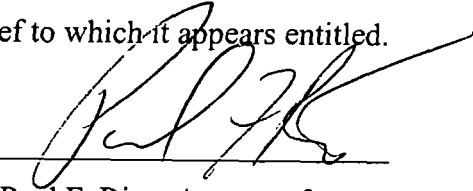
(6) Aeneas is entitled to reimbursement for providing this valuable service to Bellsouth and to alter the Interconnect Agreement to provide for payment of LSR charges under TCA 65-4-115, 122, and 124 which prohibit unjust, unreasonable, unduly preferential or discriminatory practices, and charges in preference to itself versus a CLEC for services of a like kind under substantially like circumstances and conditions.

Supplemental Prayers for Relief

(7) Aeneas requests a declaratory ruling to the effect that it is entitled to LSR charges retroactively to August 1, 2004, and an injunction prohibiting Bellsouth from refusing to pay these charges until such time as an amendment or new ICA is executed by agreement or order.

(8) Aeneas prays for an expedited hearing on this issue.


(9) Aeneas prays and any further general relief to which it appears entitled.



Paul F. Rice, Attorney for
Aeneas Communications, LLC
BPR 011114
PO Box 277
Jackson, TN 38302-0277
(731) 554-9200 x 235

Certificate Of Service

I certify that a true and accurate copy of this document was forwarded to Guy Hicks, Esq., 333 Commerce Street, Suite 210, Nashville, TN 37201-3300 on this the 4th day of November, 2005.


Paul F. Rice, Esq.

Cc: Henry Walker, Esq.
Trish Cartwright, Bellsouth

July 27, 2004

Trish Cartwright
BellSouth Interconnection Services
Rm 34H71
675 West Peachtree
Atlanta, GA 30375

RE: Aeneas Communications, Amendment to ICA

Dear Trish,

Please execute the enclosed amendment to our interconnect agreement and return it to my office for final execution and filing.

Sincerely,

Copy

Paul F. Rice,
Attorney for Aeneas
Communications, LLC

Enc.

Ap

**Amendment To the Interconnection Agreement Between Aeneas Communications, LLC
And BellSouth Telecommunications, Inc. Dated January 9, 2001**

Pursuant to this Amendment, (the "Amendment"), Aeneas Communications, LLC (Aeneas), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated January 9, 2001 ("Agreement") to be effective on the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Aeneas entered into the Agreement on January 9, 2001, and;

WHEREAS, BellSouth and Aeneas are amending the Agreement to create reciprocal charges for accepting and porting Local Service Requests (LSRs);

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to pay to the other an identical compensation for each phase of processing a Local Service Request as reflected in the current Interconnect Agreement in effect on the date of submission of the request, including but not limited to the charges for accepting submission of an LSR and for porting the number(s) as per the LSR.
2. All of the other provisions of the Agreement dated January 9, 2001 shall remain unchanged and in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

BellSouth Telecommunications, Inc.

Aeneas Communications, LLC

By: _____

By: _____

Name Kristen Rowe

Name: Jonathan V. Harlan

Title: Director

Title: CEO

Date: _____

Date: _____